



BROWNSVILLE
PUBLIC UTILITIES BOARD

Date: March 30, 2026
To: All Vendors
Subject: Addendum #1

REFERENCE: **P034-26 Printing and Mailing Services for Utility Bills and Reminder Notices**

This Addendum forms part of the contract and clarifies, corrects or modifies original proposal document.

Sample Service Contract is attached for your review.

The signature of the company agent, for the acknowledgement of this addendum, shall be required. **Complete information below and return via e-mail to: MaGaytan@brownsville-pub.com.**

I hereby acknowledge receipt of this addendum.

Company: _____

Agent Name: _____

Agent Signature: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **E-mail address:** _____

If you have any further questions about the Proposal, call 956-983-6365.

BY: Marisela Gaytan
Purchasing

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

SAMPLE
SERVICE CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD (“Brownsville PUB”), acting by its duly authorized General Manager & CEO, and **Name**, a **Company Type** doing business in **Location** ("Service Provider"), acting herein by its duly authorized agent, **Name**.

WHEREAS, the Brownsville PUB desires to engage Service Provider to render certain personal services necessary to complete the Project described as: **Project name**.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Service Provider agrees to perform the described work in Exhibit "A" Scope of Services attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders agreed to and issued pursuant to paragraph 12 of this Contract.

2. Compensation

Brownsville PUB will pay Service Provider for the services described in Exhibit "A" Scope of Services for an initial total amount of compensation which shall not exceed, unless authorized by the Brownsville PUB representative, _____ Dollars (**\$.00**) for work relating to the above described Project. Service Provider must notify Brownsville PUB if any assignment will exceed the authorized amount prior to commencing or continuing the work.

3. Method of Payment

A. Compensation under all invoices shall be in accordance with **bid schedule rates** described on Project Work Estimate in Exhibit "B" Compensation **submitted with proposal**. Brownsville PUB will pay on the presentation of itemized invoices for hours worked and all current amounts earned under the Contract. Upon confirming and verifying the accuracy of the fees and expenses in the itemized invoices, Brownsville PUB will then attempt to pay Service Provider its fees within 10 (ten) days after the approval, but in no event later than thirty (30) days

after presentation of an accurate aggregate statement by Service Provider to Brownsville PUB. Brownsville PUB shall have sole discretion in the final approval or disapproval of any compensation to Service Provider.

- B. Service Provider shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any services included within the scope of services described in Exhibit "A" Scope of Services. All such records shall be kept in the offices of Service Provider for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection, audit or copying upon reasonable request.

4. Service Provider's Standard of Care

Service Provider shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided and under similar circumstances for a similar electric utility project, and shall perform the services under this Contract as outlined in the scope of services.

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Service Provider for the personal services to be rendered under this Contract, Service Provider agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Service Provider are, and will remain, the property of Brownsville PUB. Service Provider shall have the right to use such work products for Service Provider's purposes on this Project. The above notwithstanding, Service Provider shall retain all rights in its standard drawing details, designs, specifications, databases, computer software, and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

- A. Service Provider agrees to maintain Worker's Compensation Insurance and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Service Provider also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Service Provider for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Personal injury and property damage –
\$500,000.00 combined single limit each occurrence and
\$500,000.00 aggregate

Business Automobile Liability for all vehicles:

Bodily injury and property damage –
\$500,000.00 combined single limit each accident

- C. Service Provider shall add the Brownsville PUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except workers' compensation/employer's liability insurance. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Service Provider.
- D. Service Provider shall furnish Brownsville PUB with Insurance Certificate(s) at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.
- E. Brownsville PUB and Service Provider waive all rights against each other and their officers, directors, agents, or employees for damage covered by any Brownsville PUB or construction contractor property insurance in effect during and after the completion of Service Provider's services.

7. Indemnification and Limitation of Liability

SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE, BROWNSVILLE PUB AND THEIR RESPECTIVE OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB AGREES TO HOLD SERVICE PROVIDER HARMLESS FROM DAMAGES,

COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BROWNSVILLE PUB, ITS OFFICERS AND EMPLOYEES.

8. Addresses for Notices and Communications

Brownsville PUB

Attention:

Title

1425 Robinhood Drive
Brownsville, Texas 78521
Phone: (956) 983-6
Email: brownsville-pub.com

SERVICE PROVIDER USE THE SAME FORMAT AS ABOVE

Phone:

Email:

All notices and communications under this Contract shall be mailed or delivered to Brownsville PUB and Service Provider at the above addresses.

9. Successors and Assignments

Brownsville PUB and Service Provider each bind itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the Brownsville PUB nor Service Provider shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations of this Contract, Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without limitation as to cause, Brownsville PUB shall have the right to terminate this Contract for cause if in its sole opinion the work of the Service Provider is not effective for the purpose it is being

performed. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Service Provider under this Contract shall become the property of Brownsville PUB, except as provided by Section 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 2. of this Contract.

Notwithstanding the above, Service Provider shall not be relieved of liability to Brownsville PUB for damages sustained by Brownsville PUB by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Service Provider, and Brownsville PUB may withhold any payments to Service Provider for the purpose of setoff, until such time as the exact amount of damages due Brownsville PUB from Service Provider is determined.

Subject to Sections 4 and 7 liability limitations, Service Provider agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Service Provider under the Contract, including regulatory fines and penalties, attorney fees, and expert witness cost associated with the defense against any cause of action related to the goods and services employed by Service Provider under this Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Brownsville PUB

Brownsville PUB may terminate this Contract for its own convenience at any time by giving at least thirty (30) days notice in writing to the Service Provider. If the Contract is terminated by Brownsville PUB as provided herein, Service Provider will be paid for the properly performed services provided and expenses incurred up to the termination date, if such final compensation is approved by the Brownsville PUB, in its sole discretion. Once Brownsville PUB gives any such notice of Termination for Convenience, Service Provider must use due diligence to mitigate its demobilization costs. All finished and unfinished documents, data, studies, surveys, specifications, maps, photographs, and reports prepared by Service Provider under this Contract shall become the property of Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in the Bid and Paragraph 3.A. of this Contract.

Notwithstanding the above, Service Provider shall not be relieved of liability to the Brownsville PUB for damages sustained by the Brownsville PUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Service

Provider, and Brownsville PUB may withhold any payments to Service Provider for the purpose of reasonable setoff until such time as the exact amount of damages due Brownsville PUB from Service Provider is determined.

Service Provider agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the Work performed by Service Provider under the Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

Brownsville PUB may, from time to time, request written changes in the scope of the personal services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of Service Provider's compensation, or time for performance, which are mutually agreed upon by and between Brownsville PUB and Service Provider, shall be incorporated in written amendments to this Contract. Any such Work orders or Change Orders shall be executed by the General Manager & CEO of Brownsville PUB, or other authorized representative as designated by the General Manager & CEO or Brownsville PUB Board of Directors.

13. Reports and Information

Service Provider, at such times (but not more than once per month unless emergency situation arises), and in such forms as Brownsville PUB may require, shall furnish Brownsville PUB such periodic reports as they may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Service Provider shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as set forth in Service Provider's policy statement, which shall be provided to Brownsville PUB upon request.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Contract Documents and Exhibits and any future written Change or Work Orders constitute the entire Agreement, and supersedes all prior agreements and understandings between the parties concerning the subject matter of this personal services Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Service Provider under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by Brownsville PUB, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that Brownsville PUB or Service Provider shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of Brownsville PUB or Service Provider, and Brownsville PUB or Service Provider have taken reasonable measures to remove or mitigate such force majeure, then Brownsville PUB or Service Provider may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Service Provider shall commence work on the date to be specified in a written "Notice to Proceed" issued by Brownsville PUB. Each project shall be completed as requested by Brownsville PUB representative.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third-Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless another location is mutually agreed upon. If

the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas, for administration.

EXECUTED in duplicate originals on this ____ day of _____ 2023.

SERVICE PROVIDER

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2023,
by _____ of _____,
a _____ on behalf of said _____.

Notary Public, State of _____

EXECUTED in duplicate originals on this ____ day of _____ 2023.

CITY OF BROWNSVILLE PUBLIC UTILITIES
BOARD

By: _____
Name: Marilyn D. Gilbert, MBA
Title: General Manager & CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of _____ 2023,
by MARILYN D. GILBERT, General Manager & CEO of the CITY OF BROWNSVILLE
PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT “A”
SCOPE OF SERVICES FOR
PROJECT TITLE

EXHIBIT "B"
COMPENSATION FOR
PROJECT TITLE

EXHIBIT "C"
SCHEDULE FOR
PROJECT TITLE